

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

IN RE: THERESA PSZCZOLKOWSKI

CASE NO: 05-58034-MBM
CHAPTER 7
HON. MCGIVOR

Debtor(s)

REAFFIRMATION AGREEMENT

Notwithstanding the fact that I/we have filed a petition under Chapter 7 of the Bankruptcy Code, the undersigned hereby promises, reaffirms and agrees as follows:

CREDITOR: CREDIT UNION ONE
INTEREST RATE: 12% PER CONTRACT
FIRST PAYMENT DATE: PER CONTRACT

AMOUNT REAFFIRMED: \$ 6, 408.56 PER CONTRACT
MONTHLY PAYMENT: \$ 185.00 PER CONTRACT
ACCOUNT: 906658 L47

IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. This Agreement will not be enforceable until the requirements of 11 U.S.C. §524 (c) and (d) have been met.

~~2. THIS AGREEMENT MAY BE RESCINDED BY DEBTOR(S) AT ANY TIME PRIOR TO DISCHARGE OR WITHIN 60 DAYS AFTER IT IS FILED WITH THE COURT, WHICH RESCINDING MUST BE DONE BY GIVING NOTICE IN WRITING TO THE CREDITOR AND CREDITOR'S ATTORNEY, WITH THE COURT, WITH COPIES PROVIDED TO CREDITOR AND CREDITOR'S ATTORNEY.
3. THIS AGREEMENT IS NOT REQUIRED AND IS ENLITLED AFTER RECEIVING NOTICE OF THE TERMS OF THE AGREEMENT AND THE CONSEQUENCES OF ANY DEFAULT THEREUNDER. ALL TERMS, CONDITIONS AND COVENANTS OF THE ORIGINAL INSTRUMENTS ARE HEREBY INCORPORATED BY REFERENCE AND REMAIN IN FULL FORCE AND EFFECT UNLESS SPECIFICALLY MODIFIED BY THIS AGREEMENT AND DEBTOR(S) WAIVED DISCHARGE OF THIS DEBT.~~

4. If the debt being reaffirmed is secured by any collateral, then it is agreed that Debtor(s) shall, during the interim period until this Agreement is enforceable, and thereafter, remain in possession of the collateral, which collateral is described in the instruments previously executed, and maintain full coverage insurance as required by the original instruments. Debtor(s) further agree(s) to immediately surrender possession of collateral upon failure to abide by the terms of this Agreement.

5. If this Agreement is rescinded or is later declared to be void, Debtor(s) agree(s) that Creditor shall retain all payments made prior to rescission or decision declaring the Agreement invalid.

Executed this 18TH day of AUGUST, 2005.

BUTLER, BUTLER & ROWSE -OBERLE, P.L.L.C.

151

KENNETH C. BUTLER (P28477)
KAREN ROWSE-OBERLE (P41893)
THOMAS HENSEL, JR. (P60469)
BRENDA GEHRINGER-GRIMA (P57185)
JOHN W. BUTLER (P-33908)
24525 HARPER AVENUE, SUITE TWO
ST. CLAIR SHORES, MI 48080
(586) 777-0770

151

THERESA PSZCZOLKOWSKI DEBTOR

DECLARATION OF ATTORNEY FOR DEBTOR(S)

1. I am the Attorney for the Debtor(s) and have represented the Debtor(s) during the course of the negotiations of the Reaffirmation Agreement(s) with the Creditor.

2. I have advised the Debtor(s):

A. The Debtor(s) is (are) not required to enter into the Reaffirmation Agreement;

B. The Debtor(s) may rescind this agreement within sixty (60) days from the date this agreement is filed with the Court of the date of discharge, whichever is later, by giving notice in writing to the Creditor and Creditor's attorney;

C. Of the legal effect and consequences of entering into this agreement and any default there under.

3. Based upon information provided to me by the Debtor(s), and not based on my personal knowledge, I believe the agreement represents a fully informed and voluntary agreement by the Debtor(s) and does not impose any undue hardship on the Debtor(s) or on a dependent of the Debtor(s).

151

CHARLES TAUNT MORRIS LEFKOWITZ
700 EAST MAPLE ROAD
SECOND FLOOR
BIRMINGHAM, MI 48009
DEBTORS ATTORNEY

This Reaffirmation is an act to collect a debt and any information obtained will be used for that purpose. If any portion of this claim is disputed, you are to notify creditor within thirty (30) days indicating the nature of the dispute. If you do not indicate a dispute in writing within that time, we will assume the claim to be valid. If you indicate a dispute, we will provide you with verification concerning the validity of the debt.